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dba Tulare Regional Medical Center

## IN THE UNITED STATES BANKRUPTCY COURT

## EASTERN DISTRICT OF CALIFORNIA

## FRESNO DIVISION

In re

CASE NO. 17-13797

TULARE LOCAL HEALTHCARE  
DISTRICT, dba TULARE  
REGIONAL MEDICAL CENTER,

DC No.: WW-49

Chapter 9

Debtor.

Date: November 15, 2018

Time: 9:30 a.m.

Place: 2500 Tulare Street

Fresno, CA 93721

Courtroom 13

Judge: Honorable René Lastreto II

Tax ID #: 94-6002897  
Address: 869 N. Cherry Street  
Tulare, CA 93274

**DECLARATION OF CHIEF ADMINISTRATIVE OFFICER, SANFORD HASKINS IN  
SUPPORT OF MOTION FOR AUTHORIZATION TO REJECT EXECUTORY  
CONTRACT (Leaf Capital Funding, LLC)**

I, Sanford Haskins, hereby declare and represent as follows:

1. My name is Sanford Haskins. I am the Chief Administrative Officer of Tulare Local Healthcare District, dba Tulare Regional Medical Center ("Debtor" or "District").

2. I have been involved in the healthcare industry for over 40 years.

3. I have personal knowledge of the facts contained herein and if I was called

1 as a witness, I could and would testify as is set out in this Declaration. I am over the  
2 age of 18, have present knowledge, and am competent to testify to the matters  
3 contained in this Declaration.

4 4. On September 30, 2017, Debtor filed for Chapter 9 bankruptcy.

5 5. On May 24, 2016 ("Effective Date"), the Debtor entered into a certain  
6 office equipment lease agreement ("Lease Agreement") with Leaf Capital Funding, LLC.  
7 A true and correct copy of the Lease Agreement is hereto as Exhibit "A".

8 7. The subject matter of the Lease Agreement is a Lanier MP2554 Copier  
9 System. The Lease Agreement calls for 60 consecutive monthly payments beginning  
10 on the Effective Date with an option to purchase for fair market value, plus applicable  
11 taxes, at the end of the lease period.

12 8. I have personally analyzed the Lease Agreement and determined in my  
13 business judgment that the Lease Agreement should be rejected.

14 9. The District no longer needs the subject equipment.

15 10. Accordingly, based on my experience, knowledge, and business  
16 judgment, the Lease Agreement thus the Lease Agreement should be terminated.

17 11. I made this determination based on my experience in the healthcare  
18 industry and the needs of the Debtor. I informed the District's leadership of my  
19 recommendation that Debtor should terminate the Lease Agreement.

20 I SO DECLARE under penalty of perjury under the laws of the United States of  
21 America and that this declaration was executed on this 25 day of October, 2018 at

22 Beard, Oregon

23   
24 Sanford Haskins